

"(Telephone Company") and Johnson City Power Board

"("Electric Company").

WITNESSETH

WHEREAS, Telephone Company and Electric Company entered into an Agreement dated July 1, 1980 (the "Agreement") which Agreement contains the terms and conditions governing the joint use of their respective poles for the 1980 and subsequent calendar years at the annual rate of \$7.40 per pole attachment (the "New Rate"); and

WHEREAS, Telephone Company and Electric Company now desire to amend the Agreement to provide that the New Rate shall not fully apply until the 1981 and subsequent calendar years and to provide for the rate which will be applicable for the 1980 calendar year.

NOW, THEREFOR, the parties hereto agree as follows:

Paragraph A of Article XII of the Agreement is hereby amended to read as follows:

"A. For 1981 and subsequent calendar years, adjustment payments per pole due from either party as Owner shall, subject to the provision of Article XIII, be \$7.40 per annum. For calendar year 1980, the payment shall be the charge in effect for calendar year 1979 plus sixty (60%) percent of the difference between the 1979 charge and the calculation based on the 1981 rate of \$7.40."

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in duplicate, and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, on the day and year first above written.

ATTEST:

JOHNSON CITY POWER BOARD

James B. Wright
Secretary

By: Roy L. Taylor, Jr.

ATTEST:

UNITED INTER-MOUNTAIN TELEPHONE COMPANY

James B. Wright
Secretary

20th By: R. H. Browning 1-22-81

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AMENDMENT NO. TWO*

This Amendment made this 31st day of December, 1982, by and between

United Inter-Mountain Telephone Company

EXHIBIT

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Subles